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 EMMET COUNTY ROAD COMMISSION *
 PETOSKEY, MICHIGAN *
 AND *
 TEAMSTERS, LOCAL UNION 406 *

James Dunne
 FACT FINDER'S
REPORT AND RECOMMENDATIONS

The above are parties to a collective bargaining agreement entered into on February 25, 1972, which by its terms runs until January 1, 1975, but which contains a wages only reopener clause. Pursuant to such reopener, the Union brought its request to the employer in early 1973. There are 43 employees in the bargaining unit.

The Union originally requested that the 45 hour non-overtime standard work week be reduced to 43 hours at the same pay and with overtime payable for all hours worked over 43 in any work week. This was the only matter before the fact finder.

The Union justifies this claim on the basis that the 45 hour work week in industry generally is superseded by the 40 hour week with overtime payable for hours

Emmet County Road Commission

over 40. It also claims that even among Road Commission employees in the surrounding area of the employer for the most part enjoy a 40 hour non-overtime work week.

Specifically, it brought evidence that Charlevoix and Cheboygan Counties have a 40 hour work week with time and one half for hours beyond 40. In Antrim County there is a 40 hour work week with overtime at time and one half payable for hours worked beyond 42 hours. Only Otsego and Emmet Counties have a 45 hour work week with overtime payable only after 45 hours of work in a work week.

What the Union seeks is an hourly wage-rate adjustment which would reflect the difference between the 45 and 43 hour work week which it seeks and overtime payable after 43 hours. It claimed during the fact finding hearing that this would amount to only a nine cent per hour increase. When this was costed out on a calculator, however, it became apparent that at 43 hours the rate increase would be approximately fifteen and one half cents per hour. The Union agreed it had made a mistake in its calculations and that the nine cents per hour was based upon another offer it had made in negotiations related to a 44 hour work week.

The Union stated it was willing to accept as final and binding upon it, if the employer would do likewise, a recommendation by the fact finder that the original

demand be reduced from a 45 to a 44 hour work week with overtime payable after 44 hours and a nine cent per hour increase in wage rate of each classification to make up the reduction from 45 to 44 hours in the work week.

The employer agreed to accept the fact finder's recommendations on this basis but asked that he compare other economic items in the agreement as related to similar items in the agreements of the same surrounding counties above reported.

The fact finder has made these comparisons. It appears that there is a mix such that it would not be possible to say what the cost differences, if any, would be as to given items and certainly not as to entire economic benefits in the other counties compared to Emmet County. Moreover, it must be assumed that Emmet County took these matters into account when it negotiated the current agreement with the Union in 1972. It is fair to assume that they work out to a fair equality or this employer would have resisted a high cost item or demanded in return a wage or other concession from the Union to offset any such high cost item.

To be specific, Emmet has six paid holidays while Otsego and Cheboygan have seven such holidays. On Retirement, all counties have the MERS-Plan C. On vacations,

Antrim and Charlevoix have somewhat more liberal policies than the others including Emmet. On sick leave, Otsego and Cheboygan counties have a 100 day accrual while Emmet's is limited to 62 days. On sick benefit, Antrim has a lesser benefit (\$40 per week) but for a period of 26 weeks, while Emmet has a \$60 per week benefit but for only 13 weeks. The life and hospital insurance benefits are difficult to compare since the rates are different as are the benefits for different carriers.

The cost of the nine cent per hour increase in wage rates would average out according to the employer to \$1.02 per week more per employee. The overtime effect of this would obviously be 4½ cents per hour more on a weekly basis. But the current agreement requires overtime on a 9 hour day or a 45 hour week, whichever is greater, so that in most cases the daily overtime payable would offset part if not all of the increase reflected in weekly overtime being payable after 44 instead of 45 hours.

RECOMMENDATIONS

1. The current 45 hour standard work week shall be reduced to 44 hours with weekly overtime payable at time and one half for hours beyond 44 (It is to be understood, of course, that if daily overtime paid for any

week is greater than weekly overtime under the above sentence then the provisions of the current agreement are applicable, and there is no pyramiding of daily and weekly overtime hours suggested by this recommendation.)

2. Wage rates of each classification shall be increased by nine cents per hour.

3. These recommendations shall take effect for the pay period in which this report is received by the parties.

4. Since the parties have stipulated that these recommendations shall be final and binding upon them upon issuance of this report, each party shall be bound by these recommendations the same as if this were a final and binding arbitration award enforceable under the terms of a contract.

5. These recommendations shall become a part of the parties 1972 contract.

April 30, 1973
DATE

James T. Dunne
JAMES T. DUNNE, FACT FINDER

GENERAL TEAMSTERS UNION

LOCAL 406, INT. BRO. T., C., W. & H.

3315 EASTERN AVENUE, S. E.

GRAND RAPIDS, MICHIGAN 49508



February 26, 1973

Department of Labor
Employment Relations Commission
932 Trust Bldg.
Grand Rapids, Michigan 49502

APPLICATION FOR FACT-FINDING

- A. Applicant: General Teamsters Union, Local 406
3315 Eastern, S. E.
Grand Rapids, Michigan 49508
- B. Employer: Mr. Orville Cutshaw, Engineer
Emmet County Road Commission
Petoskey, Michigan 49770
- C. The operators, truck drivers, mechanics and laborers covered by collective bargaining agreement with Teamsters Union, Local 406.
- D. Approximately forty-five (45) employees.
- E. After a number of meetings, between the committee and the representative of the Road Commission, we are unable to reach a satisfactory agreement. A large portion of this problem is the Commissioners will not meet in a group with our people. We are under the impression that an agreement is reached with Mr. Cutshaw and one (1) of the Commissioners, and they go to the other members and return with a negative response.
- F. We have held repeated meetings as outlined above and have had Robert Romboults (State Mediator) in two (2) such meetings with no accord of agreement.
- G. Under Article XXIV, Section 4 of current Contract, between Teamsters Union, Local 406, and Emmet County Road Commission we have a wage re-opener in event controls were relaxed. The controls were relaxed for units of this type and we are now trying to negotiate an agreement under these conditions. We are cognizant of the problems a county employer must face in regard to funding any improvements in their contracts. A proposal was made to the Commission by the Union and the committee that would, number one, (1) make the employees happy and would number two (2) not cost

Harvey Moberg (Bus. Ag.)
Dunwood Young (" ")